STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
http://www.purchasing.state.ut.us

Invitation to Bid

Solicitation Number: **NO6513**

Due Date: **09/21/05 at 2:00 P.M.**

Date Sent: August 25, 2005

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Goods and services to be   **PRINTING OF DEPARTMENT OF MOTOR VEHICLE RENEWAL PACKET**

Please complete

Company Name	Federal Tax Identification Number		
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____

Offeror's Authorized Representative's Signature	Date
Type or Print Name	Position or Title

Vendor Name:

Item#	Qty	Unit	Description
001	1	LOT	PRINTING OF DEPARTMENT OF MOTOR VEHICLE RENEWAL PACKET FOR REGISTRATION OF VEHICLE, PER THE ATTACHED SPECIFICATIONS. **PLEASE SUBMIT PRICING ON ATTACHMENT C.**

QUESTIONS ON SPECIFICATIONS CALL JENNIFER HARWOOD AT (801) 297-3887.
QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.
RX: 120 6DMV0000001
COMMODITY CODE(S): 39530, 39540, AND 96636

Ship To: **UTAH STATE TAX COMMISSION**
210 NORTH 1950 WEST
SALT LAKE CITY UT 84116

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
QSHIPPING WEIGHT	

MODE OF TRANSPORTATION (Please check one)
 	
 Q Small package/Ground   Q LTL(Less than truck load)   Q Truckload   Q Air   Q Other (Please specify)
    NMFC Class# _____
    NMFC Item #_____	

TOTAL PRICE LESS FREIGHT (FOB Origin)	$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must to be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

INVITATION TO BID (ITB) PURPOSE AND CONTRACT PERIOD

Solicitation Number NO6513

1.1   The State of Utah, Utah State Tax Commission, hereinafter referred to as USTC, seeks to enter into a contract with a responsible, experienced, and financially sound organization for purposes generally described as the printing and mailing of the State of Utah motor vehicle registration renewal and/or property tax notices.

1.2   The contract shall be a three-year base period with two one-year renewal options as may be exercised at the discretion of the USTC. The USTC make no representation or guarantee of total value of the proposed contract, nor is any implied or expressed guarantee of anticipatory profits presented in this ITB and subsequent contract.

2.   ADMINISTRATIVE GUIDANCE

2.1   The information contained in this ITB is intended to assist potential bidders in the preparation of documents necessary to submit a responsive and responsible bid. The ITB is designed to provide those interested parties with sufficient basic information to ensure an understanding of the minimum requirements and performance standards to be contained in any contract awarded as a result of this procurement process.

3.   ISSUING OFFICE AND AUTHORITY

3.1   This ITB is issued under the authority of Utah Code Annotated §63-56 and the Utah Procurement Rules as promulgated by the Utah State Procurement Policy Board referred to as R-33. All prospective bidders are charged with presumptive knowledge of the cited authorities. The submission of a bid by a prospective contractor shall constitute admission of such knowledge. Any bid submitted by a proposed contractor, which fails to meet all published requirements of the cited authorities, may at the option of the USTC, be rejected without further consideration.

3.2   This ITB and all subsequent addenda relating to it, is issued by the State of Utah, Division of Purchasing for and on behalf of the USTC. The bid number must be used on all bids, correspondence, and documentation relating to this procurement.

3.2.1   Potential bidders with questions concerning the procurement process must contact:

> Nancy Orton, Purchasing Agent
> Division of Purchasing
> 3150 State Office Building, Capital Hill
> Salt Lake City, Utah 84114
> Telephone: (801) 538-3148
> Fax: (801) 538-3882
> Email: nancyo@utah.gov

3.2.2   Potential bidders with questions concerning the specifications must contact:

> Jennifer Harwood Purchasing Agent
> Administration Division
> Utah State Tax Commission
> 210 North 1950 West
> Salt Lake City, Utah 84134
> Telephone: (801) 297-3887
> Fax: (801) 297-3802
> Email: jharwood@utah.gov

3.2.3   From the issue date of this ITB until a bidder is selected and the selection is announced, prospective contractors are prohibited from communications with State of Utah staff regarding this procurement except the contacts identified in Sections 3.2.1 and 3.2.2 of this ITB. For violation of this provision, the USTC shall reserve the right to reject the bid.

4.   PROCUREMENT INFORMATION

4.1   All costs incurred by bidders during the preparation of their bids will be borne by the bidder. The USTC will not reimburse the bidders for any such costs.

4.2   Quantity information contained in this ITB is provided for bidding purposes only and is not to be construed as a guarantee to purchase any amount.

4.3   The bid submitted by the successful bidder will be incorporated into and become part of the resulting contract. All bids received by the State shall, upon receipt, become and remain the property of the State. The selected bid and supporting documentation will be made available for public inspection upon request following contract award. All other bids submitted but not selected for award will not be available for public inspection.

4.3.1   Bidders should note that the USTC reserves the right to incorporate all sections of this ITB, including addenda and attachments into the proposed contract without negotiations.

4.3.2   Bidders are advised that subject to the provisions of Utah Code Annotated §63-2-101 et seq. that, upon the award of a contract subsequent to a procurement process, the contents of the contract shall be placed in the public domain.

4.3.2.3 The USTC reserves the right to travel to and inspect the premises of the bidder where this printing and imaging work is to be performed.

4.3.2.4 All printing and imaging must be done in the plant of manufacture of the contractor and cannot be sub-contracted to other contractors. Contractor must have more than one plant of manufacture and provide a plan for disaster recovery to insure completion of mailings as required each month.

4.3.2.5 Bidder must be available for quarterly meetings and other meetings as required at no charge to the state.

5.   BID SUBMISSION REQUIREMENTS AND SELECTION PROCESS

5.1   Each bid must be submitted in an original, one hard copy, and one electronic copy, including the Transmittal Letter. The electronic copy must be submitted on a 3 1/2" diskette in Microsoft Word©. Facsimile bids will not be accepted.

5.2   All bids must be physically received by the State of Utah, Department of Administrative Services, Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114 prior to 2:00 p.m. Mountain Time, September 21, 2005. Late bids will not be accepted under any circumstances and will be returned to the bidder unopened.

5.2.1   The outside cover of the package containing the bids must be marked:

Motor Vehicle Registration Renewal Printing and Mailing Services

Utah State Tax Commission

Bid Number: NO6513

(Bidder's Name)

BID DUE: SEPTEMBER 21, 2005 - 2:00 p.m.

5.3   The contract is to be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth herein. No bid will be evaluated for any requirements not contained or disclosed in this ITB. This solicitation may be canceled or any or all bids may be rejected, in whole or in part, when it is deemed to be in the best interests of the USTC.

5.4   As permitted under the provisions of Utah Administrative Rules §R33-3-103 (3) and R33-3-112 (3), the bids submitted in response to this ITB must include the requirements contained in Sections 6 and 7 of this ITB. Failure to provide the required information may result in the rejection of the bid as non-responsive.

6.   FORM SPECIFICATIONS AND MAILING REQUIREMENTS

6.1   Form Name

Registration Renewal Notice and/or Notice of Property Tax Due

6.2   Quantity

An estimated 2,200,000 Notice to Registration Renewal Notice and/or Notice of Property Tax Due forms are annually mailed in monthly installments. The quantities for the months of March, September, and December are estimated higher for specific vehicle types, i.e. watercraft, off-highway vehicles, snowmobiles, and campers. Contractor must bill only for the number of forms actually mailed.

6.3   Demonstration of Contractor Capability

Contractor must be ready to provide test samples by November 10, 2005. Test samples will be used to verify scanline readability, 2 D Bar Code readability, and accuracy of variable data.

6.4   Due Date

A flat file of the information to be printed on the Registration Renewal Notice and/or Notice of Property Tax Due will be available approximately on the 10th,of each month. The flat file will be transmitted by the USTC electronically to the successful contractor. Forms must be printed and mailed by the contractor to the taxpayers by the last day of the month prior to the month of renewal.

6.5   General Information

6.5.1   The form is printed with personalized variable data (no carbon impressions are acceptable) from the electronic flat files supplied by the USTC. The forms are to be mailed in carrier route sequence to the taxpayers.

6.5.2   Inserts

At least one additional insert is required; other additional inserts may be required.

6.6   Size and Construction

General construction is an" 8 ½" X 19" self mailer with integrated reply envelope. Each self-mailer will have a coupon stub with keen edge perforations for easy removal. Self-mailer must meet current postal requirements. Mailer is printed two-sided with variable data on front and back.

Finished folded size is 8 ½" X 5". The envelope part size is 8 1/2 X 4 3/16" with an 11/16" fold over flap for sealing. The overall envelope size is 8 1/2" X 4 7/8".

6.6.1   Perforations

Each self-contained mailer will include a coupon stub that will fit inside the envelope part. The coupon part contains two perforations:

.   One 8 1/2" horizontal keen edge perforation positioned 3 5/8" from the bottom
.   One 3 5/8" vertical keen edge perforation positioned 1 1/4" from the left and beginning at the bottom

When detached at the perforations, the coupon finished size is 7 1/4" X 3 5/8".

6.6.2   Printing of 2 D Bar Code

The 2 D Bar Code is to be printed on the face of the coupon (Ref. Section 6.6.1)

6.7   Paper Stock

28# White OCR bond

6.8   Ink

Four colors, blue, black, green and red. Variable data to be printed in black ink.

6.9   Data for Processing

The data will be supplied in flat file format. There are two flat files:

6.9.1   Motor Vehicle records selected for renewal notices.

6.9.2   State and County text messages to be merged with Motor Vehicle records flat file.

6.9.3   The Motor Vehicle records flat file will contain the data necessary to create and print an OCRA scanline on each renewal notice. This file will also contain the data element identifiers and data necessary to create a 2 D Bar Code to be printed on each renewal notice.

6.9.3.1   Contractor will be supplied the flat files as soon as the USTC can make available. The contractor will need to have the capabilities to receive the flat files through electronic transfer process acceptable to both the contractor and the USTC. The contractor will then be responsible for all programming costs necessary to produce mail pieces. In addition, an OCR scan line must be configured with special check digits and contractor must guarantee readability on USTC OCR scanners.

6.10   Additional Programming Requirements

6.10.1   PIN for Internet Renewals

The contractor will generate and print a unique PIN for each renewal notice. The PIN is used to locate the record on the Internet for Internet Renewals.

6.10.2   Records to be excluded

Each time the Motor Vehicle records flat file is received by the contractor, the following records will be excluded from printing: Motor Vehicle records with a Situs County Code = '00' or '99'. This requirement is subject to change according to USTC discretion.

6.10.3   Merge Text Messages

The contractor will receive a second flat file that will include state and county text messages for 29 counties. The state message will be printed on all renewal notices. The county text messages will be printed on the renewal notices specific to the county message; Davis county renewal notices (identified by the Situs County Code) will have the Davis county text message.

6.10.4   Addressing

Contractor must print the USTC ACS Keyline Participant Code (not passed in the Flat File), the ACS Keyline will be included in the flat file. The postal carrier route sort barcode will be produced by the contractor. Contractor must be able to apply an eleven-digit delivery point postnet bar code for reduced postage rates.

6.10.5   Transmittal of Variable Data

Contractor will be responsible for electronically transmitting the flat file used for printing and mailing, to E-Utah for the use of Internet Renewals. The flat file will contain the generated PIN number and the variable information used for printing and mailing renewal notices see Attachment D.

6.11   Variable Data

Flat file contents - See Attachment D.

6.12   Scan Readability Requirements

6.12.1   In addition, an OCR-A scan line, which must be configured with special check digits, must be printed on each renewal notice. This data must be optically scanned.

6.12.2   Successful bidder will be required to perform a test of their variable imaging and submit completed samples to the USTC to be tested on scanners before the final forms are printed. Documents to be scanned must have a successful scan rate of 95% or better. Remittance Processing scanning equipment used by USTC is: four NCR 7780

6.12.3   Each record in the flat file will have 2 D Bar Code Data Element Identifiers (AAMVA standards) to be used in creating and imaging the 2 D Bar Code on each renewal form. The 2 D Bar Code must have a 95% readability scan rate on the scanning equipment used by USTC. 2 D Bar Code scanning equipment used by USTC is: Symbol Technologies LS4800 2D/1D bar code reader.

6.12.4   See Attachment D – Flat file configuration
         See Attachment E – 2 D Bar Code Data Element Identifiers
         See Attachment F – OCR A scan line requirements

6.13   Security of Variable Data

Contractor must guarantee security of the variable data in the flat file while in their possession. The flat file and the information contained therein is the property of the USTC, and may not be used or disclosed for any purpose other than the fulfillment of the contract to print and image

forms. Use of the data for any other purposes is expressly forbidden.

6.14   Typesetting

Contractor will be responsible for all typesetting required on all forms and inserts.

6.15   Due to statutory changes, approved initiatives, or any other USTC need, the USTC reserves the right to a quarterly review of the forms for possible changes. It cannot be anticipated at this time, when and what type of changes to the form will be needed.

6.16   Proofs

Contractor must provide working proofs as needed. A final proof is required and must be approved by an authorized representative of the USTC before printing begins; the USTC will not be held liable for printing errors, or for payment of expenses for subsequent print runs if final proof is not prepared and approved. Variable data proofs from the flat file must be provided for each monthly run.

6.17   Postage

The Tax Commission and each county are responsible for their own postage and will provide a check to cover postage charges each month for the total forms mailed for that county for that month. Contractor and each county must agree as to timing and delivery of the postage payment. A postage spreadsheet for each county must be maintained by the contractor, and contractor is responsible to notify each of the 29 counties when and how much postage is due each month. Forms are to be mailed using the best possible postage sort to receive all applicable discounts. It is the contractor's responsibility to insure that all postal discounts are properly taken and passed on to the counties. An official postal receipt showing the total number of pieces in each class of mail is required to be furnished to the USTC at the completion of each mailing.

7.   BID FORMAT

The bid must comply with the content requirements outlined in this section. Bids must be concise and submitted in the format contained herein. Pertinent supplemental information should be referenced and included as attachments to the bid; All bids must be organized to comply with the following sections:

7.1   Transmittal Letter

7.1.1   The Transmittal letter shall be submitted on the bidder's official business letterhead. The letter is to transmit the bid and shall identify all materials and enclosures being forwarded collectively as a response to this ITB. The Transmittal Letter must be signed by an individual authorized to commit the company to the scope of work to be performed and at the price provided in the bid.

In addition, the Transmittal Letter must include:

7.1.2   Identification of the bidder's corporation or other legal entity;

7.1.3   A reference to all ITB addenda received by the bidder to ensure the bidder is aware of all such addenda; if no addenda have been received, a statement to that effect should be included;

7.1.4   A statement that no subcontractors will be used;

7.1.5   A statement that the services will meet the specifications set forth in this ITB, or clearly specify any deviations from the ITB;

7.1.6　A statement acknowledging and agreeing to all of the rights of the USTC contained in the provisions of this ITB, including procurement rules, terms and conditions, and all other rights and terms specified in this ITB;

7.1.7　A statement that no contingency fees have been paid for purposes of securing this contract;

7.1.8　Certification that the bidder's cost will be firm and binding without any reference to price submitted for nine months from the due date for receipt of bids; and,

7.1.9　A statement specifically identifying those sections of the bid considered by the bidder to be proprietary and confidential.

7.1.10　Identification of the primary physical manufacturing facility location and the location of the account representative. A statement guaranteeing the next day availability of knowledgeable and experienced account representative.

7.1.11　Certification that the bidder, if awarded the contract, is able to and will indeed provide a performance bond in the amount of $1,000,000.00 if requested by the USTC

7.1.12　All bids submitted by corporations must contain a certification by the secretary or other appropriate corporate official, other than the signer of the bid, that the official signing the bid has the authority to obligate and bind the corporation to the terms, conditions, and provisions of the bid.

7.2　References

7.2.1　The bidder must indicate previous experience with the printing services described herein. In each case, list the client's name, type of program, type of contract (including types of services provided), and inclusive dates of the contract. In addition, for services provided within the last five years, provide the name, address, and current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the bidders performance and who may be contacted by the USTC during the evaluation process. The USTC reserves the right to contact other references than those provided by the bidder. Bidders should be aware that references provided by the bidder that the USTC is unable to contact or are not knowledgeable about the bidder's previous performance may result in rejection of the bid.

7.2.2　A minimum of three references as specified above must be provided.

7.3　Additional Information and Attachments

7.3.1　The bidder may include any additional relevant information and attachments demonstrating their ability to satisfactorily perform the services requested in this ITB.

7.4　Sample Forms

The bid must contain a minimum of 100 samples of: Forms specified in section 6. A test file will be provided to bidders who request it by contacting the Purchasing Agent as specified in Section 3.2.2.

7.4.1　The samples must also contain all the additional requirements contained in Section 6 and must contain the 2 D Bar Code as described in Section 6.6.2.

7.4.2　The samples will be used to determine the bidder's production capability and to ensure that the bidder has submitted a responsible bid based upon a thorough understanding of the requirements.

7.5   Cost

7.5.1   The Bidder **must** submit their costs on the COST form included in this ITB (refer to ATTACHMENT C). To determine the low bid cost the USTC shall use the COST form though other information presented by the bidder as required in this ITB may be considered to determine the best overall value to the USTC.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.

11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of

any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. **PROCUREMENT ETHICS**: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)

ATTACHMENT B

UTAH STATE TAX COMMISSION CONTRACT STANDARD TERMS AND CONDITIONS

In addition to the State of Utah "Standard Terms and Conditions" (Attachment A) bidders must, by submission of a bid, agree to the specific terms and conditions of the Utah State Tax Commission to be considered for any contract award. The terms and conditions contained herein, as may be modified, shall be made apart thereof any contract awarded on behalf of the Utah State Tax Commission.

1. **Contract Composition.** The composition of this shall include: a) the contract and any amendments to the contract; b) the procurement documents, inclusive of all addenda, attachments, and exhibits, or other applicable procurement documents; c) the awarded contractor's bid or bid; d) all requirements of Utah Code Annotated, the Utah Procurement Rules, and the State Purchasing Policies and Procedures.

2. **Contract Interpretation.** Notwithstanding the provisions of section 18 of these terms and conditions, the order presented in section 1 above shall govern in cases of dispute. In the event of any conflict in the language among any components of the contract, the procurement documents shall govern. The Utah State Tax Commission reserves the right to clarify any contractual relationship in writing and such clarifications will govern in case of conflict with the requirements of the procurement documents. Any ambiguity in the contract shall be construed in favor of the Utah State Tax Commission.

3. **Entire Agreement.** This contract in the incorporated composite form represents the entire agreement between the contractor and the Utah State Tax Commission, and it supercedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof.

4. **Contract Term.** The contract shall begin on the date it is signed by the duly authorized representative of the Utah State Tax Commission and approved by the State of Utah, Department of Administrative Services, Division of Purchasing. The base contract shall be for a period of no more than three years with two one-year renewal options as may be exercised at the discretion of the Utah State Tax Commission.

5. **Change Orders and Modifications.** The Utah State Tax Commission Purchasing Agent or designee may, at any time, by written order delivered to the contractor at least fifteen days prior to the commencement date of such change and without notice to the sureties, make administrative changes within the general scope of the contract. If any such change causes and increase or decrease in the cost of or time required for the performance of any part of the work under the contract whether changed or not by any such order, an equitable adjustment as mutually determined by the Utah State Tax Commission and the Contractor shall be made in the contract price or delivery schedule or both. Any claim by the Contractor for equitable adjustment under this provision must be asserted in writing to the Utah State Tax Commission within fifteen calendar days from the date of receipt by the Contractor of the notification. Failure to agree to any adjustment shall be considered a dispute within the meaning of the disputes provision of the contract. Nothing contained herein this clause shall in any manner excuse the Contractor from proceeding diligently with the contract as changed or modified.

6. **Notice of Change.** In the event, at any time during the course of this contract, the Contractor recognizes the need or becomes aware of the need to modify the conditions of this contract, either in scope or cost, the Contractor shall immediately notify the Purchasing Agent of such need and provide written documentation supporting the need and such documentation shall be in sufficient detail for the Contractor Officer to determine the validity and merit of a change to the contract.

7. **Contractor Declaration.** The Contractor recognizes that the only individual(s) authorized to bind the Utah State Tax Commission to any modification in the scope of work, schedules, increased costs, or other modifications to the contract are the Executive Director, and the Purchasing Agents. The Utah State Tax Commission shall not be obligated to the Contractor for any costs incurred by the Contractor for modifications to the contract without the prior written approval of the authorized Utah State Tax Commission staff. Further, the Contractor is aware that no employees or agents of the Utah State Tax Commission, except those aforementioned may authorize reimbursable services or the purchase of goods and the Utah State Tax Commission shall not be liable for unauthorized costs incurred by the Contractor.

8. **Right to Suspend.** If at any time during the contract, the Purchasing Agent of the Utah State Tax Commission determines that the best interest of the State would be served by temporarily suspending the contract or any part thereof, he shall do so by providing the Contractor with a written notice to that effect. The Contractor shall immediately upon receipt of such notice, cease all work covered under the contract as directed in the notice for the period of time specified in the notice.

9. **Ownership of Information.** The Utah State Tax Commission shall own and retain unlimited rights to use, disclose, or duplicate all information and data, copyrighted or otherwise, developed, derived, documented, stored, or furnished by the Contractor under the contract. The Contractor expressly agrees not to use data furnished by the Utah State Tax Commission or developed as a result of this contract for independent projects without the prior written permission from the State. In all cases, the provision of Section 35 of these Standard Terms and Conditions shall apply.

10. **Inspection Prior to and During Production/Performance.** The State of Utah, Utah State Tax Commission, Department of Administrative Services, Division of Purchasing, or their authorized representatives shall, at all reasonable times, have the right to enter the Contractor's premises or such other places where responsibilities under the contract are being performed to inspect, monitor, or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide reasonable access to all facilities, all records relating to the contract, and provide assistance to the State representatives.

11. **Warranty of Products/Services.** Notwithstanding prior acceptance by the Utah State Tax Commission of a Contractor-provided deliverable or service, the Contractor shall expressly warrant that all delivered products, documentation, and services are compliant with the terms of this agreement. The Contractor must correct all errors and design deficiencies and replace incorrect or defective documentation. Such corrections and/or replacements must occur within the time frame specified in the notice from the Utah State Tax Commission to the Contractor of such deficiencies or within such period as may be necessary to make corrections using all due diligence and dispatch as agreed upon between the Utah State Tax Commission and the Contractor. If the Contractor fails to repair an identified error, deficiency, or defect within such period, the Utah State Tax Commission may, at its sole discretion, act to repair, and the Contractor expressly agrees to reimburse the Utah State Tax Commission for all costs incurred thereby. Nothing in this provision implies any relief from the imposition of damages for associated deficiencies by the Utah State Tax Commission on the Contractor during the life of the contract and for any warranty period.

12. **Subcontracts.** Suppliers of equipment and routine purchase orders necessary for the performance of contract obligations shall not be considered subcontractors. Any purchase of services by the Contractor wherein the Contractor does not exercise full, complete, and direct control over the performance of the purchased services shall be considered a subcontract. All subcontractors shall require the prior written approval of the Utah State Tax Commission.

13. **Assignment.** The Contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or any right, title, interest therein without prior written consent of the Utah State Tax Commission.

The provision includes reassignment of the contract to change in ownership, merger, takeover, etc.

14. **Performance Bond.** A performance bond issued by a reputable surety company authorized to do so and doing business in the State of Utah, in the amount of $_1,000.000.00____ conditioned upon the prompt, proper, and efficient performance of the contract may be required at the time of contract execution or at any time during the term of the contract as may be required by the Utah State tax Commission and shall be renewed as necessary so as to remain in force for the full term of the contract. The performance bond shall be forfeited by the Contractor in the event that the Contractor is unable to properly, promptly, and efficiently perform or initiate the contract and/or the contract is terminated by default. The Utah State Tax Commission may seek additional remedies.

15. **Fidelity Bond.** A fidelity bond issued by a reputable surety company authorized to do so and doing business in the State of Utah, in the amount of $____NA____ may be required at the time of contract execution or at any time during the course of the contract at the Utah State Tax Commission's sole discretion. The bond shall be used to insure the State of Utah against loss through or from any act of omission or commission by the Contractor or employees of the Contractor.

16. **Financial Accounting.** The Contractor shall be charged with presumptive knowledge of the policies and requirements set forth in State of Utah Administrative Rule §R33-3-8 concerning cost or pricing data and analysis including and specifically §R33-3-808.

17. **Conformance with State Regulations.** The Contractor shall be required to conform to all State laws, rules, and policies as they exist or as may be amended from time to time. In the event that the Contractor may request the Utah State Tax Commission to issue policy determinations or operating guidelines required for proper performance of the contract, the Utah State Tax Commission shall do so in a timely manner, and the Contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines, and shall incur no liability in doing so unless the Contractor acts negligently, maliciously, fraudulently, or in bad faith.

18. **Waiver.** No covenant, condition, duty, obligation, or un dertaking contained in or made a part of this contract will be waived except by written agreement of the parties, and forbearance of indulgence in any of the form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or the undertaking to be kept, performed, or discharged by the party to which the same may apply, and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any forbearance or indulgence.

19. **Disputes.** Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Utah State Tax Commission Purchasing Agent, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent shall be final and conclusive unless within five working days from the date of receipt of such copy the Contractor mails or otherwise furnishes to the State of Utah, Chief Procurement Officer, a written appeal addressed to the Office of the Chief Procurement Officer, Division of Purchasing, Department of Administrative Services, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114. The appeals process and remedies shall be governed in accordance with Utah Code Annotated §63-56-46 - 63-56-64. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision.

20. **Jurisdiction.** The laws of the State of Utah shall govern all aspects of the contract. Any lawsuit or legal action in which the Utah State Tax Commission is a party, arising out of or on account of the contract or the relationship of the parties must be brought in the courts of the State of Utah, and venue shall be in Salt Lake County, Utah. Any subcontracts of the Contractor relating to the work performed under this contract must contain this or a similar provision.

21. **Contract Administration.** The contract shall be administered for the State of Utah by the Utah State Tax Commission. The Executive Director or his designee shall be the final authority to act for the Utah State Tax Commission under the contract, including resolution of contractual matters. Any direction by the Executive Director or designee shall be binding on the Contractor. Whenever the Utah State Tax Commission is required by the terms of the contract to provide written notice to the Contractor, such notice shall be signed by the Executive Director or designee. The Executive Director or designee shall approve all amendments and changes and all invoices for payment to the Contractor, sign all notices regarding performance and potential damages issued throughout the life of the contract, and sign all other documents requiring formal approval by the Utah State Tax Commission. For purposes of this contract, the Purchasing Agent shall act as the designee.

22. **Notices.** Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery if delivered by hand or three days after posting if sent by registered or certified-mail, return receipt requested. Notices to the Utah State Tax Commission shall be addressed as follows: Purchasing Agent, Utah State Tax Commission, 210 North 1950 West, Salt Lake City, Utah 84134. Said notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

23. **Award of Related Contracts.** The Utah State Tax Commission may undertake or award supplemental or successor contracts for work related to this contract or any portion thereof. The Contractor shall be bound and obligated to cooperate fully with such other contractors and the Utah State Tax Commission in all cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the Contractor.

24. **Patent or Copyright Infringement.** The Contractor, at its expense, will defend any claim or suit which may be brought against the State of Utah or the Utah State Tax Commission for the infringement of United States patents or copyrights arising from the Contractor's or the Utah State Tax Commission's use of any equipment, materials, software, products, or information prepared or developed in connection with the performance of the contract in any suit, and will satisfy any final judgment for such infringement whether it is resolved by settlement or judgment. If principles of governmental or public law are involved, the State of Utah and/or the Utah State Tax Commission may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor's without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned in the preceding paragraphs are likely to or become the subject of a claim of infringement, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Utah State Tax Commission's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's option and expense, obtain the right for the Utah State Tax Commission to continue the use of such equipment, materials, and information. In the event of equipment and/or software substitution, the Utah State Tax Commission must protect its interests in data used by such equipment or software through recovery or conversion of such data to other approved equipment or software. The Contractor shall, in any such suit, satisfy any damages for infringement assessed against the State of Utah, the Utah State Tax Commission, its divisions, officers, employees, or agents resulting from said lawsuit, whether it is resolved by settlement or judgment.

25. **Federal, State, and Local Taxes.** In addition to the provision of section 13 of the State of Utah Standard Terms and Conditions the Contractor shall be responsible to pay all taxes lawfully imposed upon it with respect to this contract or any product delivered or developed in accordance herewith. The Utah State Tax Commission makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

26. **Publicity.** Any publicity given to the Utah State Tax Commission and/or the State of Utah for products or services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signage, and similar public notices prepared by or on behalf of the Contractor shall identify the Utah State Tax Commission as sponsoring agency and shall not be released prior to written approval from the Utah State Tax Commission.

27. **Termination of the Contract for Default.** The State may terminate this contract in whole, or in part, whenever the Utah State Tax Commission determines that the Contractor or subcontractor has failed to satisfactorily perform its contract duties and responsibilities and is unable to cure such failure within a reasonable period of time, as specified in writing by the Purchasing Agent, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as a Termination for Default. Upon determination by the Utah State Tax Commission that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities, or the hardware is unacceptable, the Purchasing Agent shall notify the Contractor of the failure and establish a reasonable time period in which to cure such failure. If the Contractor is unable to cure the failure within the specified time period, the Purchasing Agent will notify the Contractor that the contract in full or in part has been terminated for default. If, after notice of termination for default, it is determined by the State or a court that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the Contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties

shall be governed accordingly. In the event of termination for default, in full or in part as provided by this clause, the Utah State Tax Commission may procure, upon such terms and in such manner as the State may deem appropriate, services similar to those terminated, and the Contractor shall be liable to the State of Utah for any excess costs for such similar service and all other damages allowed by law. In addition, the Contractor shall be liable to the State for administrative costs incurred by the Utah State Tax Commission in procuring such similar services. Payment for such costs may be assessed against the Contractor's performance bond. In the event of termination for default, the Contractor shall be paid for those deliverables, which the Contractor has delivered to the State. Payments for completed deliverables, delivered to and approved by the Utah State Tax Commission shall be at the contract price less any amounts for assessed damages. Payment for partially completed deliverables, delivered to and not yet approved by the Utah State Tax Commission shall be an amount determined by the State, taking into consideration any assessed damages, not to exceed the cost of that deliverable. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. If the contract is so terminated, there will be no charge to the Utah State Tax Commission or the State for de-installation or removal of any tools, products, or personnel provided by the Contractor.

28. **Termination of the Contract for Convenience.** The State may terminate performance of work under the contract in whole or in part whenever for any reason the Utah State Tax Commission shall determine that such termination is in the best interest of the State of Utah. In the event that the Utah State Tax Commission elects to terminate the contract pursuant to this provision, the Purchasing Agent shall notify the Contractor of the basis and extent of termination. Termination shall be effective on the date specified in the notice, and the Contractor shall comply with all specified provisions of the termination notice. Upon receipt of notice of termination for convenience, the Contractor shall be paid the following: a) at the contract price(s) for completed deliverables delivered to and accepted by the Utah State Tax Commission for which they have not previously been paid, taking into consideration any assessed damages; b) at a reasonable price negotiated between the Contractor and the Utah State Tax Commission for partially completed deliverables less any amounts for assessed damages, with the amount for each deliverable not to exceed the cost of that deliverable specified in the contract. In the event of a failure to agree upon a reasonable price, the matter shall be resolved in accordance with the Disputes provisions of the contract.

29. **Termination of the Contract for Unavailability of Funds.** It is understood and agreed by the parties hereto that all obligations of the Utah State Tax Commission, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State funds, and in no event shall the Utah State Tax Commission be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified services to be performed hereunder for any reason whatsoever, the Purchasing Agent shall notify the Contractor of such reduction of funds available and the Utah State Tax Commission shall be entitled to reduce the Utah State Tax Commission's commitment hereunder or to terminate the contract as it deems necessary.

30. **Termination of the Contract for Financial Instability.** In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Utah State Tax Commission to obtain the services or product provided for under the contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the State may, at its option, immediately terminate this contract. In the event the Utah State Tax Commission elects to terminate the contract under this provision, it shall do so by the Purchasing Agent sending notice of termination to the Contractor specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Utah State Tax Commission. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

31. **Procedure on Termination.** Upon delivery by certified mail to the Contractor of a Notice of Termination, specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall: a) stop work under the contract on the date specified and to the extent specified in the Notice of Termination; b) place no further orders or subcontracts for materials, paper, services, or facilities; c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; d)

assign to the State in the manner and to the extent directed by the Purchasing Agent all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the State shall have the right. In its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; e) complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; f) take such action as may be necessary, or as the Purchasing Agent may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor, and in which the Utah State Tax Commission has or may acquire an interest. The Contractor shall proceed immediately with the performance of the above obligations, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

32. **Termination Claims.** After receipt of a Notice of Termination, the Contractor shall submit to the Purchasing Agent any termination claim in the form and with the certification prescribed by the Purchasing Agent. Such claim shall be submitted promptly but in no event later than three months from the effective date of termination, unless one or more extensions in writing are granted by the Purchasing Agent within such three-month period or authorized extension thereof. However, if the Purchasing Agent determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such three-month period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Purchasing Agent may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon cause to be paid to the Contractor the amount so determined. In no case shall the Contractor's termination claims include any claim for unrealized anticipatory profits. Subject to the provisions of the previous paragraph and subject to any review required by the State procedures in effect as of the date of the execution of the contract, the Contractor and the Utah State Tax Commission may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly. In the event of the failure of the Contractor and the Utah State Tax Commission to agree in whole or in part as to the amounts with respect to costs to be paid to the Contractor in connection with the total or partial termination of work pursuant to this article, the Purchasing Agent shall determine on the basis of information available the amount, if any, due to the Contractor by reason of termination and shall cause to be paid to the Contractor the amount so determined. The Contractor shall have the right of appeal, as stated under the Disputes provisions, from any such determination made by the Utah State Tax Commission.

33. **Damages.** (Damages shall only apply if set forth in the procurement documents) Liquidated Damages - The purpose of liquidated damages is to ensure adherence to the performance requirements in the contract. No punitive intent is inherent. It is agreed by the Utah State Tax Commission and the Contractor that, in the event of a failure to meet the performance requirements contained in this contract, damage shall be sustained by the State and that it will be impractical and extremely difficult to ascertain and determine actual damages which the State will sustain in the event of and by reason of such failure; and it is therefore agreed that the Contractor will pay the State for such failures at the sole discretion of the State according to the conditions set forth in the procurement documents. Consequential Damages - It is agreed by the Utah State Tax Commission and the Contractor that, in the event of a failure to meet certain performance requirements contained in this contract damage shall be sustained by the State and the Contractor shall pay the State its actual damages.

34. **Warranty Against Brokers' Fees.** The Contractor shall warrant that it has not employed any company or person other than a bona fide employee working solely for the Contractor or a company regularly employed as its marketing agent to solicit or secure this contract. The Contractor shall further warrant that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent any fee, commission, percentage, brokerage fee, emolument, gifts, or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of the warranty, the Utah State Tax Commission shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise received the full amount of such fee, commission, percentage, brokerage fee, emolument, gifts, or contingent fees.

35. **Gratuities.** The Contractor shall not at any time during the period of this contract permit any individual employed by the State of Utah, or appointed or elected officials of the State of Utah to gain a share of the

contract or to benefit directly or indirectly because of a financial interest in the contract, or any subcontractor, or any affiliate of any subcontractor. A violation of this provision shall constitute additional grounds for immediate termination of the contract. Furthermore, such violation shall be submitted to the Utah State Attorney General for whatever further action may deemed feasible and/or appropriate.

36. **Confidentiality of Taxpayer Information.** In performance of the contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements: a) all work shall be performed under the supervision of the Contractor or the Contractor's employees; b) any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor shall be prohibited; c) all returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material; d) The Contractor certifies that the data processed during the performance of this Contract shall be completely purged from all data storage components of its computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures; e) Any intermediate hard copy printout which may result during the processing of IRS data shall be given to the Commission or its designee. When this is not possible, the Contractor will be responsible for the destruction of any intermediate hard copy printouts, and shall provide the Commission or its designee with a statement containing the date of destruction, description of material destroyed, and the method used; f) no work involving information furnished under this Contract will be subcontracted without specific approval of the Commission; g) the Contractor will maintain a list of employees authorized access. Such list will be provided to the Commission and, upon request, the IRS reviewing office; h) the Commission will have the right to void the Contract if the Contractor fails to provide the safeguards described above.
Criminal/Civil Sanctions: a) each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such office and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n); b) additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.
Additionally, in performance of the contract, the Contractor agrees to comply with IRC 6103, IRC 7213 and IRC 7431.

37. **Confidential State of Utah** Data. In addition to the requirements of number 36, The Contractor agrees that some State of Utah data is confidential. There will be times that interactions with customers and their data (electronic, written, verbal, etc.) are necessary in order to provide the services required of this contract. You and your agents must hold data, obtained by accident, design, or in the course of completing the necessary work, in strictest confidence. You and your agents must not release or disclose in whole or in part any State of Utah data. All personnel must complete and sign a Non-Disclosure Statement (provided by the State of Utah at the time of award) prior to providing service under this contract.

38. **Penalties**. Ten dollars per day that a report is late, inaccurate, or includes less than the required information may be assessed against the contractor and such assessment shall be deducted from the payment made to the contractor for the month of service in which the penalty is incurred. Ten dollars per general requirement per day in an amount not to exceed an aggregate one hundred dollars per day any general requirement is not met, operational, or available to the taxpayer may be assessed against the contractor and such assessment shall be deducted from the payment made to the contractor for the month of service in which the penalty is incurred

Attachment C
Cost Bid Form

This form must be completed and submitted with the bid. The "Firm Fixed-Price Bid" must be inclusive of all costs, excluding postage, that represent construction, production, printing, etc. of the option in terms of per thousand (/M). The additional costs are to be used for determining best overall value to the USTC and will be used for purposes of modifications, if necessary, to the contract as awarded. All costs bid must be guaranteed for nine months from the bid due date.

FIRM FIXED-PRICE BID $_____. ___/M

Out-going Envelope $_____.___/M (This cost must be included in the Firm Fixed-Price Bid)

Remittance Envelope $_____.___/M (This cost must be included in the Firm Fixed-Price Bid)

Additional Inserts $_____.___/per insert

Additional Programming $_____.___/per hour

BIDDER:_____

SIGNED:_____ DATE:_____

Attachment D
Flat File

Detail Record

Field Name	Data Type & Length	Description
Print Date	MM/DD/YYYY	The date the record was exported to the flat file.
Primary Owner's Name	varchar2(55)	First Name, Middle Name, Last Name, Owner Suffix Code Additional Spaces should be parsed out (Example: JOHN HENRY SMITH JR) Note: If the vehicle is leased, this should be the lessee and NOT the lessor. Lessor names and addresses are never printed on invitation to renew documents.
Relationship	varchar2(15)	Owner relationship (for example "and" , "or").
Secondary Owner's Name	varchar2(55)	First Name, Middle Name, Last Name, Owner Suffix Code Additional Spaces should be parsed out (Example: JANE HENRY SMITH JR) Note: If the vehicle is leased, this should be the secondary lessee and NOT the lessor. Lessor names and addresses are never printed on invitation to renew documents.
Additional Owners	varchar2(5)	If there are more than 2 owners, display the words "*et al*" in italics after the secondary owners name.
ACS Keyline	varchar2(12)	This should be the ACS keyline of the address to which the Renewal Notice is mailed (i.e. the ACS keyline of the Mailing Address if a Mailing Address exists, otherwise, the ACS keyline of the Permanent Address. The ACS Keyline is a 9 digit numeric address_ID plus check digit to print in Address Block of MVA specified mail pieces. Preceded and followed by a "#" sign. See USPS Publication 8 for layout and for check digit algorithm.
Permanent Address Line 1	varchar2(55)	Permanent Address From the Address T able: Address_Line_1 truncate to 55 characters.
Permanent Address Line 2	varchar2(55)	Permanent Address From the Address Table: Address_Line_2 truncate to 55 characters.
Permanent City, State, Zip	varchar2(48)	Permanent Address From the Address Table: City_State_Zip4
Mailing Address Line 1 (if any)	varchar2(55)	Temporary (Mailing) Address From the Address Table: Address_Line_1 truncate to 55 characters.
Mailing Address Line 2 (if any)	varchar2(55)	Temporary (Mailing) Address From the Address Table: Address_Line_2 truncate to 55 characters.
Mailing City, State, Zip (if any)	varchar2(48)	Temporary (Mailing) Address From the Address Table: City_State_Zip4
County Code	varchar2(4)	From the Address Table: County Number
Expiration Date	MM/DD/YYYY	Registration Expiration Date

Leased Vehicle Identifier	varchar2(14)	Contains the words "Leased Vehicle" if the vehicle is leased.
Privacy Indicator	varchar2(7)	Contains the word "Private" if the vehicle record is private.
Vehicle Type	varchar2(10)	Vehicle Type
License Plate Number	varchar2(10)	License Plate Number **CR-00230 will put the State_oh_number for all ATV's and Snowmobiles in this field. CR-00238 will put the State_ob_number for outboard motors in this field.**
License Type	varchar2(15)	License Type
Record Status	varchar2(7)	The Pin number will be put in this field prior to sending to UII
Year	number(4)	Vehicle Year
Make	varchar2(35)	Vehicle Make
Model	varchar2(25)	Vehicle Model
VIN/HIN	varchar2(26)	VIN or HIN depending on transportation type
Situs County Code	number(4)	County Number from Address table (of the situs address)
Property Tax Fee Description	varchar2(23)	"Age Based Uniform Fee", or "Property Tax Fee"
Property Tax Fee Amount	varchar2(13)	Property Tax Fee Amount. This will either be an amount or "Unknown" if the value cannot be calculated.
Registration Fee Description	varchar2(21)	"Registration Fees Due"
Registration Fee Amount	number(13)	Total amount of registration fees (not including property tax fees or donation fees)
Donation Fee Description	varchar2(12)	"Donation Fee"
Donation Fee Amount	number(13)	Donation Fee Amount
APC Fee Description	varchar2(25)	"Air Pollution / Corridor" if the situs county is an emission county and "Corridor Fee" if the situs county is a non-emission county. (CR-00371)
APC Fee Amount	number(13)	APC Fee Amount
Total Amount Due	number(13)	Total Amount of all fees due to renew the registration. If property tax amount field = "Unknown", leave field blank. Immediately below the total amount due field display the message "Contact DMV for Amount Due".
Emission Compliance Statement	varchar2(100)	Emission Compliance Statement (see modification details for examples)
Safety Inspection Statement	varchar2(100)	Safety Inspection Statement (see modification details for examples)
Additional Documents and Donation Fees Statement	varchar2(100)	Additional Documents and Donation Fees Statements (see modification details for examples)
Situs Address	Varchar2(60)	Concatenated address of where the vehicle is located. (CR-MVASLC0029)
Adjusted MSRP	Number(13)	Adjusted Manufactures Suggested Retail Price. (CR-MVASLC0029)

Calculated DCN	Number(13)	Calculated value of the vehicle. (CR-MVASLC0029)
Scan Line	varchar2(45)	The scan line (consists of Vehicle ID, Transportation Type, Plate Number, Amount Due, and Expiration Date)
2D Barcode Information	varchar2(1483)	This portion of the flat file contains the exact 2D barcode layout and information. See the DSD for M-420 for the layout of this field. Note: This field is 200 characters longer than the space currently needed by the 2D barcode layout. This will allow for future expansion of the information in the 2D barcode.
Taxable Horsepower	Varchar2(5)	This value will only be populated if it is user entered. CR-00395 to support SB23 (CR-00372). It was determined that this field should be printed on the Renewal Notice.
Engine CC	Varchar2(4)	This value will be populated by PC Vina or user entered. CR-00395 to support SB23 (CR-00372). It was determined that this field should be printed on the Renewal Notice.

NOTES:

Updated 8-26-2004. CR-00230 will put State_oh_number in the license plate field for all ATV's and Snowmobiles. CR-00238 will put State_ob_number in the license plate field for all outboard motors. Neither of these changes impact the file format only different data will be placed in the field so that the new numbers will appear on the renewal packets.

Updated 5-16-2005. CR-00371, changed the description of the APC fee to accommodate the new Corridor fee imposed by SB8. This change does not affect the file format only the data that is being sent in this field. The corridor fee and APC fee will be added together if both apply.

Updated 6-13-2005. CR-00395, changed to add Taxable Horsepower and Engine CC to the end of the record layout. These two fields will need to be printed on the Renewal Notice.

Attachment E

2-D BAR CODE FORMAT

Detail #	Section	Functional Component	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-1		Bar Code	New	Bar code definition					
420-2			New		Business rule				If any data elements specified are blank, NULL or not defined in the database, that field will be filled with spaces.
420-3			New	2-D Bar Code	Subroutine Function				Need subroutine that will allow an operator on the query screens to use 2-D Bar Code reader to query by title or registration.
420-4		Header	New	Compliance Indicator		char(1)	Text		@
420-5			New	Data element separator		char(1)	Text		ASCII (10)
420-6			New	Record separator		char(1)	Text		ASCII(28)
420-7			New	Segment terminator		char(1)	Text		ASCII(13)
420-8			New	File type		char(5)	Text		AAMVA
420-9			New	IIN code		char(6)	Text		636040
420-10			New	Version number		char(2)	Text		02
420-11			New	Number of Entries		char(2)	Text		06

			Functional Sub-component						
Modification Details									
Detail #	**Section**	**Function al Compon ent**	**Functional Sub-component**						**Functional Description**
			Mod/ New	**Name**	**Object Type**	**Properties**	**Data Type**	**Source**	
420-12		Subfile Designat or	New	Subfile designator		char(2)	Text		TD
420-13			New	Subfile start		char(4)	Text		0079
420-14			New	Subfile length		char(4)	Text		0036
420-15			New	Subfile designator		char(2)	Text		OW
420-16			New	Subfile start		char(4)	Text		0114
420-17			New	Subfile length		char(4)	Text		0242
420-18			New	Subfile designator		char(2)	Text		RG
420-19			New	Subfile start		char(4)	Text		0358
420-20			New	Subfile length		char(4)	Text		0187
420-21			New	Subfile designator		char(2)	Text		LH
420-22			New	Subfile start		char(4)	Text		0545
420-23			New	Subfile length		char(4)	Text		0106
420-24			New	Subfile designator		char(2)	Text		VH
420-25			New	Subfile start		char(4)	Text		0651
420-26			New	Subfile length		char(4)	Text		0241
420-27			New	Subfile designator		char(2)	Text		ZU
420-28			New	Subfile start		char(4)	Text		0889
420-29			New	Subfile length		char(4)	Text		0418

Modification Details								
Detail #	Section	Functional Component	Functional Sub-component					Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-30			New	Subfile designator		char(2)	Text		TD
420-31			New	TAA		char(3)	Text		TAA
420-32			New	Title number		char(17)	column	vehicle_title _current	Title_number
420-33			New	Data element separator		char(1)	Text		ASCII (10)
420-34			New	TAV		char(3)	Text		TAV
420-35			New	Date issued		char(8) Format: YYYYMMDD	column	vehicle_title _current	Issue_date
420-36			New	Segment terminator		char(1)	Text		ASCII (13)
420-38			New		Business Rule				If there is one or more lessor the first (order 0) will be put in the primary owner. The second (order 1), if any, will be put into the secondary owner. Otherwise put the first owner (order 0) in the primary order. The second (order 1), if any, in the secondary owner. The address used is always associated with the primary owner.
420-39			New	Subfile designator		char(2)	Text		OW
420-40			New	NAB		char(3)	Text		NAB

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-41			New	Primary Owner Last Name		char(50)	column	owner	last_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current Sort all vehicle/watercraft owners by owner_order and pull the first non-lessee owner (lease_code not = 2)
420-42			New	Data element separator		char(1)	Text		ASCII (10)
420-43			New	NAC		char(3)	Text		NAC
420-44			New	Primary Owner First Name		char(15)	column	owner	first_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current Sort all vehicle/watercraft owners by owner_order and pull the first non-lessee owner (lease_code not = 2)
420-45			New	Data element separator		char(1)	Text		ASCII (10)
420-46			New	NAD		char(3)	Text		NAD
420-47			New	Primary Owner Middle Name		char(15)	column	owner	middle_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current Sort all vehicle/watercraft owners by owner_order and pull the first non-lessee owner (lease_code not = 2)

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-48			New	Data element separator		char(1)	Text		ASCII (10)
420-49			New	NBA		char(3)	Text		NBA
420-50			New	Primary Owner Relationship		char(3)	column	z_legal_rela tionship	description from z_legal_relationship_code via legal_relationship_code
420-51			New	Data element separator		char(1)	Text		ASCII (10)
420-52			New	NAM		char(3)	Text		NAM
420-53			New	Address Line 1 or Address Line 2		char(50)	column	address	address_line1 from address via address_set_id from owner via owner_id or address_line2 from address via address_set_id from owner via owner_id Use the address that is populated (only one or the other should be populated).
420-54			New	Data element separator		char(1)	Text		ASCII (10)
420-55			New	NAO		char(3)	Text		NAO
420-56			New	City		char(15)	column	address	city_name from address via address_set_id from owner via owner_id
420-57			New	Data element separator		char(1)	Text		ASCII (10)

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-58			New	NAP		char(3)	Text		NAP
420-59			New	State		char(2)	column	address	state_code from address via address_set_id from owner via owner_id
420-60			New	Data element separator		char(1)	Text		ASCII (10)
420-61			New	NAQ		char(3)	Text		NAQ
420-62			New	Zip Code(Zip+4&Deliv ery point)		char(15)	column	address	zip_code, zip_extension_code, delivery_point_code from address via address_set_id from owner via owner_id
420-63			New	Data element separator		char(1)	Text		ASCII (10)
420-64			New	NAF		char(3)	Text		NAF
420-65			New	Secondary Owner Last Name		char(50)	column	owner	last_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current Sort all vehicle/watercraft owners by owner_order and pull the second non-lessee owner (lease_code not = 2)
420-66			New	Data element separator		char(1)	Text		ASCII (10)
420-67			New	NAG		char(3)	Text		NAG

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-68			New	Secondary Owner First Name		char(15)	column	owner	first_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current Sort all vehicle/watercraft owners by owner_order and pull the second non-lessee owner (lease_code not = 2)
420-69			New	Data element separator		char(1)	Text		ASCII (10)
420-70			New	NAH		char(3)	Text		NAH
420-71			New	Secondary Owner Middle Name		char(15)	column	owner	middle_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current Sort all vehicle/watercraft owners by owner_order and pull the second non-lessee owner (lease_code not = 2)
420-72			New	Segment terminator		char(1)	Text		ASCII (13)
420-73			New	Subfile designator		char(2)	Text		RG
420-74			New	RBD		char(3)	Text		RBD

			Modification Details						
Detail #	**Section**	**Function al Compon ent**	**Functional Sub-component**						**Functional Description**
			Mod/ New	**Name**	**Object Type**	**Properties**	**Data Type**	**Source**	
420-75			New	Lessee Last name		char(50)	column	owner	last_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current (if lease_code = 2) Sort all vehicle/watercraft owners by owner_order and pull the first lessee owner (lease_code = 2) If no lessee, do not populate this field.
420-76			New	Data element separator		char(1)	Text		ASCII (10)
420-77			New	RBE		char(3)	Text		RBE
420-78			New	Lessee First name		char(15)	column	owner	first_name from owner via owner_id from vehicle_owner_current (if lease_code = 2) Sort all vehicle/watercraft owners by owner_order and pull the first lessee owner (lease_code = 2) If no lessee, do not populate this field.
420-79			New	Data element separator		char(1)	Text		ASCII (10)
420-80			New	RBF		char(3)	Text		RBF

			Modification Details						
Detail #	**Section**	**Function al Compon ent**	**Functional Sub-component**						**Functional Description**
			Mod/ New	**Name**	**Object Type**	**Properties**	**Data Type**	**Source**	
420-81			New	Middle name		char(15)	column	owner	middle_name from owner via owner_id from vehicle_owner_current (if lease_code = 2) Sort all vehicle/watercraft owners by owner_order and pull the first lessee owner (lease_code = 2) If no lessee, do not populate this field.
420-82			New	Data element separator		char(1)	Text		ASCII (10)
420-83			New	RBI		char(3)	Text		RBI
420-84			New	Address line 1 or Address line 2		char(50)	column	address	address_line1 from address via address_set_id from owner via owner_id or address_line2 from address via address_set_id from owner via owner_id Use the address that is populated (only one or the other should be populated). If no lessee, do not populate this field.
420-85			New	Data element separator		char(1)	Text		ASCII (10)
420-86			New	RBK		char(3)	Text		RBK

			Modification Details						
Detail #	**Section**	**Function al Compon ent**	**Functional Sub-component**						**Functional Description**
			Mod/ New	**Name**	**Object Type**	**Properties**	**Data Type**	**Source**	
420-87			New	City		char(15)	column	address	city_name from address via address_set_id from owner via owner_id If no lessee, do not populate this field.
420-88			New	Data element separator		char(1)	Text		ASCII (10)
420-89			New	RBL		char(3)	Text		RBL
420-90			New	State		char(2)	column	address	state_code from address via address_set_id from owner via owner_id If no lessee, do not populate this field.
420-91			New	Data element separator		char(1)	Text		ASCII (10)
420-92			New	RBM		char(3)	Text		RBM
420-93			New	Zip Code(Zip+4&Deliv ery point)		char(15)	column	address	zip_code, zip_extension_code, delivery_point_code from address via address_set_id from owner via owner_id If no lessee, do not populate this field.
420-94			New	Data element separator		char(1)	Text		ASCII (10)
420-95			New	RAH		char(3)	Text		RAH
420-96			New	Fleet number		char(12)	column	vehicle_curr ent	fleet_number

			Modification Details						
Detail #	**Section**	**Function al Compon ent**	**Functional Sub-component**						**Functional Description**
			Mod/ New	**Name**	**Object Type**	**Properties**	**Data Type**	**Source**	
420-97			New	Data element separator		char(1)	Text		ASCII (10)
420-98			New	IAD		char(3)	Text		IAD
420-99			New	Federal ID number		char(9)	column	vehicle_regi st_current	federal_employer_id
420-100			New	Segment terminator		char(1)	Text		ASCII (13)
420-101			New	Subfile designator		char(2)	Text		LH
420-102			New	LAA		char(3)	Text		LAA
420-103			New	Lien holder name		char(35)	column	lien_holder	name from lien_holder via lien_holder_id of vehicle_lien_holder_current
420-104			New	Data element separator		char(1)	Text		ASCII (10)
420-105			New	LAK		char(3)	Text		LAK
420-106			New	Lien holder address		char(50)	column	address	address_line1 from address via address_set_id from lien_holder via lien_holder_id or address_line2 from address via address_set_id from lien_holder via lien_holder_id Use the address which is populated (only one of these should contain a value).

			Modification Details						
Detail #	**Section**	**Function al Compon ent**	**Functional Sub-component**						**Functional Description**
			Mod/ New	**Name**	**Object Type**	**Properties**	**Data Type**	**Source**	
420-107			New	Data element separator		char(1)	Text		ASCII (10)
420-108			New	LAM		char(3)	Text		LAM
420-109			New	City		char(15)	column	address	city_name from address via address_set_id from lien_holder via lien_holder_id
420-110			New	Data element separator		char(1)	Text		ASCII (10)
420-111			New	LAN		char(3)	Text		LAN
420-112			New	State		char(2)	column	address	state_code from address via address_set_id from lien_holder via lien_holder_id
420-113			New	Data element separator		char(1)	Text		ASCII (10)
420-114			New	LAO		char(3)	Text		LAO
420-115			New	Zip Code(Zip+4&Deliv ery point)		char(15)	column	address	zip_code, zip_extension_code, delivery_point_code from address via address_set_id from lien_holder via lien_holder_id
420-116			New	Segment terminator		char(1)	Text		ASCII (13)
420-117			New	Subfile designator		char(2)	Text		VH
420-118			New	VAA		char(3)	Text		VAA
420-119			New	Vehicle Type		char(20)	column	z_vehicle_t ype	description from z_vehicle_type via vehicle_type of vehicle_current

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-120			New	Data element separator		char(1)	Text		ASCII (10)
420-121			New	VAB		char(3)	Text		VAB
420-122			New	Vehicle sub-type		char(20)	column	vehicle_curr ent	description from vehicle_subtype via vehicle_subtype of vehicle_current
420-123			New	Data element separator		char(1)	Text		ASCII (10)
420-124			New	VAD		char(3)	Text		VAD
420-125			New	HIN/VIN		char(25)	column	watercraft/v ehicle_curre nt	vin_number/hin_number
420-126			New	Data element separator		char(1)	Text		ASCII (10)
420-127			New	VAL		char(3)	Text		VAL
420-128			New	Year		char(4)	column	watercraft/v ehicle_curre nt	model_year/vehicle_model_year
420-129			New	Data element separator		char(1)	Text		ASCII (10)
420-130			New	VAK		char(3)	Text		VAK

			Modification Details						
Detail #	**Section**	**Function al Compon ent**	**Functional Sub-component**						**Functional Description**
			Mod/ New	**Name**	**Object Type**	**Properties**	**Data Type**	**Source**	
420-131			New	Make		char(4)	column	watercraft/ vehicle current	vehicle_make_code/make_name from vehicle/watercraft_current
420-132			New	Data element separator		char(1)	Text		ASCII (10)
420-133			New	VAO		char(3)	Text		VAO
420-134			New	Body style		char(2)	column	watercraft_c urrent/vehic le_current	description from z_watercraft_body via watercraft_body_code/vehicle_body_type
420-135			New	Data element separator		char(1)	Text		ASCII (10)
420-136			New	VAQ		char(3)	Text		VAQ
420-137			New	Cylinders		number (3)	column	vehicle_curr ent	cylinder_qty
420-138			New	Data element separator		char(1)	Text		ASCII (10)
420-139			New	VAN		char(3)	Text		VAN
420-140			New	Fuel type		char(1)	column	vehicle_curr ent	vehicle_fuel_code
420-141			New	Data element separator		char(1)	Text		ASCII (10)
420-142			New	VAT		char(3)	Text		VAT

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-143			New	GVRW		char(6)	column	vehicle_ current	shipping_weight from vehicle_current
420-144			New	GVRW		char(1)	Text		' ' (single space)
420-145			New	GVRW units		char(2)	column	z_uom	A new column needs to be added to the z_uom table to store a 2-digit abbreviation for the unit of measure. For example, a unit of measure of "POUNDS" would contain a value of "LB" in the Abbreviation column. The datawindow where the unit of measure reference data is entered also needs to be modified to allow an abbreviation field to be entered.
420-146			New	Data element separator		char(1)	Text		ASCII (10)
420-147			New	VAU		char(3)	Text		VAU
420-148			New	Horsepower		number(4)	column	watercraft/v ehicle_curre nt	outboard_motor_horsepower1/taxable_hors epower
420-149			New	Data element separator		char(1)	Text		ASCII (10)
420-150			New	TAF		char(3)	Text		TAF
420-151			New	Odometer mileage		char(9)	column	vehicle_regi st_current	odometer_qty

			Functional Sub-component						Functional Description
Detail #	Section	Function al Compon ent	Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-152			New	Space		char(1)	Text		' ' (single space)
420-153			New	Odometer units		char(2)	column	z_uom	A new column needs to be added to the z_uom table to store a 2-digit abbreviation for the unit of measure. For example, a unit of measure of "MILES" would contain a value of "MI" in the Abbreviation column. The datawindow where the unit of measure reference data is entered also needs to be modified to allow an abbreviation field to be entered.
420-154			New	Data element separator		char(1)	Text		ASCII (10)
420-155			New	TAG		char(3)	Text		TAG
420-156			New	Odometer disclosure		char(1)	column	vehicle_regi st_current	1 for Actual, 2 for exceeds limitations, 3 for not actual, 4 mileage not required
420-157			New	Data element separator		char(1)	Text		ASCII (10)
420-158			New	VBA		char(3)	Text		VBA
420-159			New	Unit number		char(15)	column	vehicle_curr ent	unit_number
420-160			New	Data element separator		char(1)	Text		ASCII (10)
420-161			New	VBD		char(3)	Text		VBD

The header row "Modification Details" spans the full table width.

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-162			New	Vehicle color		char(3)	column	watercraft/v ehicle_curre nt	primary_user_color_code/body_user_colo_ code
420-163			New	Data element separator		char(1)	Text		ASCII (10)
420-164			New	RAM		char(3)	Text		RAM
420-165			New	License plate number		char(8)	column	vehicle_regi st_current	plate_number **CR-00230 will cause the State_oh_number for off highway and snowmobiles to be placed in this field. CR-00238 will cause the State_ob_number for all outboard motors to be placed in this field.**
420-166			New	Data element separator		char(1)	Text		ASCII (10)
420-167			New	RAD		char(3)	Text		RAD
420-168			New	Decal control number		char(20)	column	vehicle_regi st_current	decal_number
420-169			New	Data element separator		char(1)	Text		ASCII (10)
420-170			New	RAG		char(3)	Text		RAG
420-171			New	Expiration date		char(8)	column	vehicle_regi st_current	regist_expiration_date (in format YYYYMMDD)

			Modification Details						
Detail #	**Section**	**Function al Compon ent**	**Functional Sub-component**						**Functional Description**
			Mod/ New	**Name**	**Object Type**	**Properties**	**Data Type**	**Source**	
420-172			New	Data element separator		char(1)	Text		ASCII (10)
420-173			New	EAU		char(3)	Text		EAU
420-174			New	Emission required		char(1)	column		Based on several requirements. See MVA DSD M-42
420-175			New	Data element separator		char(1)	Text		ASCII (10)
420-176			New	EAM		char(3)	Text		EAM
420-177			New	Safety required		char(1)	column		Based on several requirements. See MVA DSD M-42
420-178			New	Segment terminator		char(1)	Text		ASCII (13)
420-179			New	Subfile designator		char(2)	Text		ZU
420-180			New	ZUA		char(3)	Text		ZUA
420-181			New	Length in Feet		number(4)	column	watercraft_c urrent	length_feet
420-182			New	Data element separator		char(1)	Text		ASCII (10)
420-183			New	ZUB		char(3)	Text		ZUB
420-184			New	Length in Inches		number(2)	column	watercraft_c urrent	length_inches

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-185			New	Data element separator		char(1)	Text		ASCII (10)
420-186			New	ZUC		char(3)	Text		ZUC
420-187			New	propulsion		number(4)	column	watercraft_c urrent	watercraft_propulsion_code
420-188			New	Data element separator		char(1)	Text		ASCII (10)
420-189			New	ZUK		char(3)	Text		ZUK
420-190			New	Situs Address Line 1		char(50)	Column	address	address_line_1 from address using situs_address_id from vehicle_current/watercraft_current.
420-191			New	Data element separator		char(1)	Text		ASCII (10)
420-192			New	ZUN		char(3)	Text		ZUN
420-193			New	Situs City_State_Zip Code+4		char(48)	column		city_state_zip4 from address using situs_address_id from vehicle_current/ watercraft_current.
420-194			New	Data element separator		char(1)	Text		ASCII (10)
420-195			New	ZUO		char(3)	Text		ZUO

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-196			New	Situs county		char(4)	column	vehicle_pro p_tax_curre nt	property_tax_county_number
420-197			New	Data element separator		char(1)	Text		ASCII (10)
420-198			New	ZUP		char(3)	Text		ZUP
420-199			New	Situs district		char(4)	column	vehicle_pro p_tax_curre nt	property_tax_area_code **CR-00121 will cause the tax_area to be pulled from the address table instead of the property_tax_table**
420-200			New	Data element separator		char(1)	Text		ASCII (10)
420-201			New	ZUH		char(3)	Text		ZUH
420-202			New	Total registration renewal fee		Number(12) (9,2)	column		Must be calculated from most recent registration renewal. This value should only be populated in the 2D barcode that appears on the Invitation to Renew form (and not on the Registration Certificate or Title forms).
420-203			New	Data element separator		char(1)	Text		ASCII (10)
420-204			New	ZUI		char(3)	Text		ZUI

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-205			New	Placard Number		Char(10)	column	Owner_Plac ard_Current	Use Placard_number from Owner_Placard_Current.
420-206			New	Data element separator		Char(1)	Text		ASCII (10)
420-207			New	ZUJ		Char(3)	Text		ZUJ
420-208			New	New Expiration Date		Char(8)	column		Must be calculated from Regist_Expiration_Date and license type attributes. Calculate the next expiration date based on the renewal period. Date must be in the format YYYYMMDD.
420-209			New	Data element separator		Char(1)	Text		ASCII (10)
420-210			New	ZUD		char(3)	Text		ZUD
420-211			New	Hull Material		char(15)	column	z_watercraft _material	description from z_watercraft_material using watercraft_material_code from watercraft_current
420-212			New	Data element separator		char(1)	Text		ASCII (10)
420-213			New	ZUE		char(3)	Text		ZUE
420-214			New	Registered Weight		number(6)	column	vehicle_regi st_current	regist_weight from vehicle_regist_current

Modification Details								
Detail #	Section	Function al Compon ent	Functional Sub-component					Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-215			New	Data element separator		char(1)	Text		ASCII (10)
420-216			New	ZUQ		char(3)	Text		ZUQ
420-217			New	Brand Short Description		char(15)	column	z_vehicle_ti tle_brand	short_name from z_vehicle_title_brand using vehicle_title_brand_code from vehicle_title_current
420-218			New	Data element separator		char(1)	Text		ASCII (10)
420-219			New	ZUR		char(3)	Text		ZUR
420-220			New	Title Type		char(30)	column	z_title_statu s	description from z_title_status using title_status_code from vehicle_title_current
420-221			New	Data element separator		char(1)	Text		ASCII (10)
420-222			New	ZUW		char(3)	Text		ZUW
420-223			New	License Type		char(50)	column	license_type	description from license_type using license_type_id from vehicle_regist_current
420-224			New	Data element separator		char(1)	Text		ASCII (10)
420-225			New	ZUX		char(3)	Text		ZUX

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-226			New	Model		char(25)	column	vehicle_curr ent / watercraft_c urrent	vehicle_model_name from vehicle_current or model_name from watercraft_current
420-227			New	Data element separator		char(1)	Text		ASCII (10)
420-228			New	ZUS		char(3)	Text		ZUS
420-229			New	Additional Owner Code		char(1)	Text		If there are more than 2 owners associated with the vehicle (this can also mean more than two lessees), then populate this field with "Y".
420-230			New	Data element separator		char(1)	Text		ASCII (10)
420-231			New	ZUT		char(3)	Text		ZUT
420-232			New	Secondary Lessee Last Name		char(50)	column	owner	last_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current for secondary lessee (if lease_code = 2). This would be the second row retrieved for all owners of the vehicle/watercraft with a lease code of 2, ordered by vehicle_owner_order or by watercraft_owner_order. If no secondary lessee exists, do not populate this field.

			Modification Details						
Detail #	**Section**	**Function al Compon ent**	**Functional Sub-component**						**Functional Description**
			Mod/ New	**Name**	**Object Type**	**Properties**	**Data Type**	**Source**	
420-233			New	Data element separator		char(1)	Text		ASCII (10)
420-234			New	ZUU		char(3)	Text		ZUU
420-235			New	Secondary Lessee First Name		char(15)	column	owner	first_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current for secondary lessee (if lease_code = 2). This would be the second row retrieved for all owners of the vehicle/watercraft with a lease code of 2, ordered by vehicle_owner_order or by watercraft_owner_order. If no secondary lessee exists, do not populate this field.
420-236			New	Data element separator		char(1)	Text		ASCII (10)
420-237			New	ZUV		char(3)	Text		ZUV
420-238			New	Secondary Lessee Middle Name		char(15)	column	owner	middle_name from owner via owner_id from vehicle_owner_current/ watercraft_owner_current for secondary lessee (if lease_code = 2). This would be the second row retrieved for all owners of the vehicle/watercraft with a lease code of 2, ordered by vehicle_owner_order or by watercraft_owner_order. If no secondary lessee exists, do not populate this field.

Modification Details									
Detail #	Section	Function al Compon ent	Functional Sub-component						Functional Description
			Mod/ New	Name	Object Type	Properties	Data Type	Source	
420-239			New	Data Element Terminator		char(1)	Text		ASCII (10)
420-240			New	ZU1	Char(3)		Text		ZU1
420-241			New	Vehicle_Id	Char(9)		Column		From vehicle_regist_current or Watercraft_id from watercraft_regist_current.
420-242			New	Data Element Terminator	Char(1)		Text		ASCII(10)
420-243			New	ZUY	Char(3)		Text		ZUY
420-244			New	Transportation Code	Char(4)		Column		Transportation_Code
420-245			New	Data Element Terminator	Char(1)		Text		ASCII(10)
420-246			New	ZUZ	Char(3)		Text		ZUZ
420-247			New	Form_Id	Char(4)		Column		From License_Type table
420-248			New	Segment Terminator	Char(1)		Text		ASCII(13)

NOTES: CR-00121 will pull tax district from the address table instead of the property tax table. CR-00230 will put State_oh_number in the license plate field for ATV's and Snowmobiles. CR-00238 will put State_ob_number in the license plate field for outboard motors. None of these changes impact the file format.

Attachment F
Scan Line Requirements

Scan Line Specifications and Check Digit Calculations

Scan line must be ½" from right edge of paper; ½" from bottom edge of paper; and all information printed above the scan line must be at least ½" from the top of the scan line.
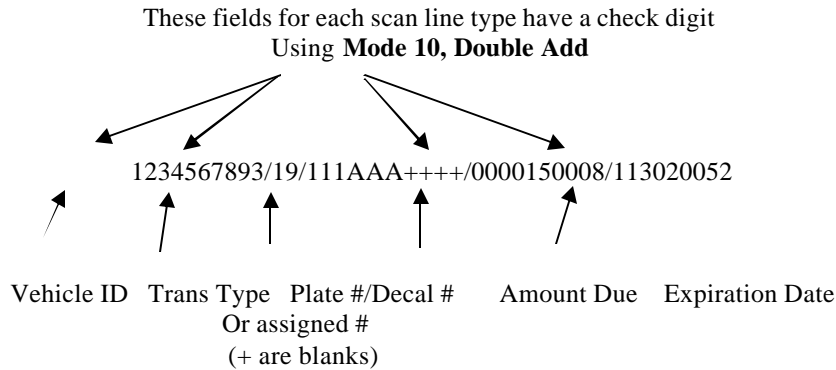
Alphanumeric fields are left justified.
Numeric fields are right justified.

Space fillers for alphanumeric fields will use '+'.
Space fillers for numeric fields will use '0'.

Font = OCR A 12 Point (Courier or OCR B will not work)

Scan line layout:

These fields for each scan line type have a check digit
Using **Mode 10, Double Add**

1234567893/19/111AAA++++/0000150008/113020052

Vehicle ID   Trans Type   Plate #/Decal #   Amount Due   Expiration Date
Or assigned #
(+ are blanks)

Scan line for vehicles with license plates is:

1234567893/19/111AAA++++/0000150008/113020052

Vehicle ID   Trans Type   Plate #   Amount Due   Expiration Date
(+ are blanks)

Scan line for vehicles without license plates is: (the decal number or state number is used in the plate number field)

1234567893/19/1234567890/0000150008/113020052

Vehicle ID   Trans Type   Decal #   Amount Due   Expiration Date
(+ are blanks)

Scan line for watercraft is:

1234567893/19/UT1111AA++/0000150008/113020052

Vehicle ID   Trans Type   Decal #   Amount Due   Expiration Date
(+ are blanks)